

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO**

PRCI LOAN CFL, LLC

Plaintiff,

vs.

INMOBILIARIA ROSSY ASENCIO, S.E.,  
ALFONSO ROSSY MILLAN, HIS WIFE,  
AIMEE RAICES SANCHEZ AND THE  
CONJUGAL PARTNERSHIP CONSTITUTED  
THEREIN, JOSE ROSSY MILLAN,  
LETICIA ROSSY MILLAN

Defendants.

CIVIL NO. 17-1964

RE: COLLECTION OF MONIES,  
FORECLOSURE OF MORTGAGE

**COMPLAINT**

**TO THE HONORABLE COURT:**

COMES NOW plaintiff by their undersigned attorneys and very respectfully allege and pray as follows:

**I. THE PARTIES**

1. PRCI Loan CFL, LLC, is a Delaware limited liability company with an address of: c/o Midwest Servicing In., 3144 S. Winton Rd, Rochester, New York 14623. PRCI Loan CFL, LLC is in good standing under the laws of Delaware and its principal place of business is located in Minnesota.

2. The sole member of PRCI Loan CFL, LLC is PRCI DB, Inc., which is an Anguilla corporation with a principal place of business located in Minnesota. PRCI DB, Inc. is in good standing under the laws of Anguilla.

3. Co-defendant Inmobiliaria Rossy Asencio, S.E. is duly organized pursuant to the laws of the Commonwealth of Puerto Rico, with a principal place of business located in Puerto Rico. Co-defendants Alfonso Rossy Millán, Aimee Raíces Sánchez, José Rossy Millan and Leticia Rossy Millan are residents and citizens of Puerto Rico. Defendants have the following physical and mailing address: Lote 14, Calle Campeche, JN Matos Industrial Park, Martin Gonzalez, Carolina, Puerto Rico and postal address: PO Box 363729, San Juan, Puerto Rico 00936.

4. Complete diversity between PRCI Loan CFL, LLC, and defendants exist.

## II. JURISDICTION AND VENUE

5. Jurisdiction to is conferred upon this court by 28 U.S.C. § 1332. There is complete diversity of citizenship among the parties. The amount in controversy in the complaint exclusive of interests and costs exceeds **Seventy Five Thousand Dollars (\$75,000.00)**.

6. Venue is proper in this court pursuant to 28 U.S.C. § 1391 in as much as co-defendant Inmobiliaria Rossy Asencio, S.E. is duly organized pursuant to the laws of Puerto Rico, with its principal place of business in Puerto Rico and co-defendants Alfonso Rossy Millán, Aimee Raíces Sánchez, José Rossy Millan and Leticia Rossy Millan reside in the district.

The real property subject to these proceedings is located in Puerto Rico.

### **III. GENERAL ALLEGATIONS**

7. On December 23, 2003, Inmobiliaria Rossy Asencio, S.E., subscribed, signed and delivered a Loan Agreement for the principal amount of Two Million Four Hundred Thousand Dollars (\$2,400,000.00), evidenced by a Note subscribed on that same date, due on December 23, 2038, with interest at the rate of 5.49% per annum for the first sixty (60) months and one (1) percent over the prime rate for the remainder of the term, payable in consecutive monthly installment of interest and principal. The interest rate for this 360-month remaining term would not be less than 5.49% and would not to exceed 9.99% per annum. (Loan number 258130024)

8. Plaintiff includes a true, accurate, correct and legible copy of the Note as Exhibit A of this Complaint and incorporates it by reference herein, making it part of the Complaint for all legal, procedural and/or evidentiary purposes.<sup>1</sup>

9. On March 13, 2006, Inmobiliaria Rossy Asencio, S.E., subscribed, signed and delivered a Loan Agreement for the

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<sup>1</sup> Plaintiff requests leave from this Honorable Court to file the Notes and Mortgage Notes in the Spanish language. Plaintiff is in the process of obtaining a certified copy of such documents, which will be subsequently submitted to the Court upon receipt.

principal amount of One Hundred and Sixty Thousand Dollars (\$160,000.00), evidenced by a Note subscribed on that same date, due on March 13, 2021, with interest at the rate of 7.50% per annum for the first twenty (24) months and one (1) percent over the prime rate for the remainder of the term, payable in consecutive monthly installment of interest and principal. (Loan number 258130025)

10. Plaintiff includes a true, accurate, correct and legible copy of the Note as Exhibit B of this Complaint and incorporates it by reference herein, making it part of the Complaint for all legal, procedural and/or evidentiary purposes.

11. On April 19, 2005, Inmobiliaria Rossy Asencio, S.E., subscribed, signed and delivered a Commercial Line of Credit Agreement for the principal amount of Fifty Thousand Dollars (\$50,000.00), as evidenced by the corresponding Note(s) subscribed each time there was a draw from the line of credit, with interest at the rate of one (1) percent over the prime rate, payable twelve (12) months from the draw date in consecutive monthly installment of interest and principal. (Loan number 258130026)

12. Plaintiff includes a true, accurate, correct and legible copy of the Note as Exhibit C of this Complaint and incorporates it by reference herein, making it part of the

Complaint for all legal, procedural and/or evidentiary purposes.

13. For the purpose of securing payment of all the amounts owed as per the aforementioned Loan Agreements and Commercial Line of Credit, co-defendant Inmobiliaria Rossy Asencio, S.E. pledged the following mortgage notes:

(a) Mortgage Note dated March 30, 2001, in favor of the Bearer, or to its order, for the principal amount of **One Million Six Hundred Seventy Five Thousand Dollars (\$1,675,000.00)**, with interest at the rate of 15% per annum, secured by a first mortgage constituted by deed number 19, executed in San Juan, Puerto Rico on the same date, before Notary Public Francisco Pujol Meneses, duly recorded in the Registry of Property at moveable volume 1316 of Carolina, as thereafter modified pursuant to deed number 1446, executed in San Juan, Puerto Rico on December 23, 2003, before Notary Public Adrian J. Hilera Torres.

(b) Mortgage Note dated December 26, 2000, in favor of the Bearer, or to its order, for the principal amount of **Five Hundred Forty Thousand Dollars (\$540,000.00)**, with interest at the rate of 15% per annum, secured by a first mortgage constituted by deed number 297, executed in San Juan, Puerto Rico on the same date, before Notary Public Carlos M. Franco, duly recorded in the Registry of Property at moveable volume 1316 of Carolina, as thereafter modified pursuant to deed

number 1447, executed in San Juan, Puerto Rico on December 23, 2003, before Notary Public Adrian J. Hilera Torres.

(c) Mortgage Note dated December 26, 2000, in favor of Westernbank Puerto Rico, of to its order, for the principal amount of **One Hundred Eighty Five Thousand Dollars (\$185,000.00)**, with interest at the rate of 9.99% per annum, secured by a first mortgage constituted by deed number 1448, executed in San Juan, Puerto Rico on the same date, before Notary Public Adrian J. Hilera, duly recorded in the Registry of Property at page 16 of volume 1355 of Carolina.

(e) Mortgage Note dated March 13, 2006, in favor of the Bearer, of to its order, for the principal amount of **One Hundred Sixty Dollars (\$160,000.00)**, with interest at the rate of 7.50% per annum, secured by a first mortgage constituted by deed number 161, executed in Carolina, Puerto Rico on the same date, before Notary Public Juan Carlos Ortega Torres, duly recorded in the Registry of Property at page 205 of volume 1357 of Carolina.

14. Plaintiff includes a true, accurate, correct and legible copy of the Mortgage Notes as Exhibit D, E, F and G of this Complaint and incorporates them by reference herein, making them part of the Complaint for all legal, procedural and/or evidentiary purposes.

15. The mortgages described above were executed upon the following property, which is described in the Spanish language as follow:

---**URBANA:** Solar marcado con el número nueve (9) situado en la Urbanización Julio N. Matos en el Barrio Martin González del término municipal de Carolina, el cual tiene una cabida de diez mil seiscientos noventa y dos metros cuadrados con ochocientos centímetros cuadrados. Colindando por su lado **NORTE**, en ciento veinticinco metros novecientos cuarenta y un milímetros con el solar siete de la misma urbanización; por el **ESTE**, en ochenta y cuatro metros cincuenta y dos centímetros con área dedicada a calle publica que la separa en su mayor parte en dirección Sur del solar cinco; por el **SUR**, en ciento veintisiete metros noventa milímetros con el solar diez de la misma urbanización; y por el **OESTE**, en ochenta y cuatro metros cincuenta y tres con la Urbanización Jardines de Carolina, propiedad de Modern Home Construction, Inc., antes, Rosendo Vila.-----

---Consta inscrita al folio 36 del tomo 649 de Carolina, finca número 26,063. Registro de la Propiedad, Seccion II de Carolina.-----

16. PRCI Loan CFL, LLC, is at present the owner and holder of the notes, mortgage notes and mortgage deeds, which are duly recorded in the Registry of Property.

17. Co-defendant Inmobiliaria Rossy Asencio, S.E., is the owner of the mortgaged property according to the Registry of Property and plaintiff's best knowledge and belief.

18. On December 23, 2003 and thereafter on March 13, 2006, co-defendants Alfonso Rossy Millan and Aimee Raíces Sánchez subscribed, signed and delivered an Unlimited and

Continuous Guaranty for any and all amounts owed to plaintiff by Inmobiliaria Rossy Asencio, S.E.

19. On March 13, 2006, co-defendants José Rossy Millan and Leticia Rossy Millan subscribed, signed and delivered an Unlimited and Continuous Guaranty for any and all amounts owed to plaintiff by Inmobiliaria Rossy Asencio, S.E.

20. Co-defendant Inmobiliaria Rossy Asencio, S.E. assigned to plaintiff the lease agreements executed in regards to the mortgaged property and/or any additional guaranties, as detailed in the Loan Agreements.

21. Inmobiliaria Rossy Asencio, S.E. has breached the loan repayment obligations towards plaintiff by failing to make the agreed upon payments. Therefore, as of March 22, 2017, the defendant still owes to plaintiff:

**LOAN 259130024**

The sum of \$2,086,035.15 in principal, accrued interest in the amount of \$422,507.88, which continues to accrue until full payment of the debt at the established rate, and any other advance, charge, fee disbursements made by plaintiff, on behalf of defendant, in accordance with the term notes and/or mortgage deeds, plus costs, and ten (10%) percent attorney fees.



**LOAN 259130025**

The sum of \$82,854.20 in principal, accrued interest in the amount of \$13,313.99, which continues to accrue until full payment of the debt at the established rate, escrow deficiency of \$58,039.82 and any other additional advance, charge, fee disbursements made by plaintiff, on behalf of defendant, in accordance with the term notes and/or mortgage deeds, plus costs, and ten (10%) percent attorney fees.

**LOAN 259130026**

The sum of \$21,780.22 in principal, accrued interest in the amount of \$3,337.79, which continues to accrue until full payment of the debt at the established rate, and any other advance, charge, fee disbursements made by plaintiff, on behalf of defendant, in accordance with the term notes and/or mortgage deeds, plus costs, and ten (10%) percent attorney fees.

**IV. FIRST CAUSE OF ACTION: COLLECTION OF MONIES**

22. PRCI Loan CFL, LLC, incorporates by reference and alleges herein each and every averment set forth in paragraphs 1 to 21.

23. Inmobiliaria Rossy Asencio, S.E. has breached the loan repayment obligations toward plaintiff by, among other things, failing to make the agreed upon payments due under the Loan Documents.

24. The Debt, which is outstanding, due and payable, has not been paid by defendant, or by any other party on its behalf, in spite of PRCI Loan CFL, LLC collection efforts.

25. The breach by defendant has compelled plaintiff to accelerate the amounts owed under the terms of the Loan Documents, and seek the full satisfaction of the Debt, for which plaintiff prays that this Honorable Court orders defendant, and in lieu of payment by Inmobiliaria Rossy Asencio, S.E., the guarantors, to satisfy all amounts which are due and payable.

**V. SECOND CAUSE OF AUCTION: FORECLOSURE OF MORTGAGE**

26. PRCI Loan CFL, LLC, incorporates by reference and alleges herein each and every averment set forth in paragraphs 1 to 25.

27. In default of the payment of the Debt, or of any part thereof, within 14 days from the date of entry of judgment, plaintiff respectfully requests that this Honorable Court orders that the mortgaged property, described above, be sold at public auction to the highest bidder, pursuant to the terms of the mortgages, without an appraisal or right of redemption for

the payment of plaintiffs' mortgages, within the limits secured by them.

28. The amounts obtained from the foreclosure of the mortgaged property will be applied towards the Debt.

29. Plaintiff hereby notifies Inmobiliaria Rossy Asencio, S.E. that in accordance with applicable law they will ask the Court to issue an order of lis pendens and attachment to secure the effectiveness of judgment.

**WHEREFORE** plaintiff respectfully demands judgment as follows:

a. That Inmobiliaria Rossy Asencio, S.E. pays to plaintiff the amounts detailed in section 21 of the complaint.

b. That in lieu of payment by Inmobiliaria Rossy Asencio, S.E., the guarantors pay to plaintiff the amounts detailed in section 21 of the complaint

c. Or on default thereof that the property described in paragraph 15 hereinabove is sold at public auction and that the money due to plaintiff is paid from the proceeds of the sale.

c. In the event of a public sale, instructing the Marshall of this Honorable Court and/or the appointed Special Master, to use all lawful means necessary to deliver the possession of the sold collateral to the successful bidder(s), in accordance with the Puerto Rico Mortgage Act, and if

necessary for such purpose, to evict any occupants of the property without the need of any further instructions;

d. If after the sale there is a deficiency, plaintiff may seek further orders to collect said deficiency from defendants.

e. That this Honorable Court enter judgment as to all of plaintiff's claims and grant any additional remedy at law or equity pursuant to the facts pled herein.

San Juan, Puerto Rico, July 15, 2017.

**FERNANDEZ CHIQUES LLC**

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